

ARCHITECT SOFTWARE LICENSE AGREEMENT

Last Updated: August 6, 2025

THIS ARCHITECT SOFTWARE LICENSE AGREEMENT (THE “**AGREEMENT**”) GOVERNS CUSTOMER’S PURCHASE AND USE OF **ARCHITECT FINANCIAL TECHNOLOGIES INC.’S** (“**ARCHITECT’S**”) SERVICE (AS DEFINED IN SECTION 1) AND ANY ASSOCIATED DOCUMENTATION. CAPITALIZED TERMS HAVE THE DEFINITIONS SPECIFIED BELOW.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING THE "I AGREE" BUTTON BELOW, OR (2) USING OR ACCESSING THE PLATFORM SERVICE, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

INDIVIDUALS ACCEPTING THIS AGREEMENT REPRESENT THAT THEY ARE ACCEPTING ON BEHALF OF THEMSELVES OR ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY THAT HAS AUTHORIZED THEM TO BIND SUCH ENTITY TO THIS AGREEMENT AND TO USE THE SERVICE OR DOCUMENTATION ON SUCH ENTITY’S BEHALF AS ITS AUTHORIZED USER. FOR PURPOSES OF THIS AGREEMENT, “**CUSTOMER**” SHALL REFER TO THE INDIVIDUAL OR ENTITY ON WHOSE BEHALF THIS AGREEMENT IS ACCEPTED AND “**AUTHORIZED USER**” SHALL REFER TO THE INDIVIDUAL ACCEPTING THIS AGREEMENT AND ANY OTHER INDIVIDUALS AUTHORIZED BY THE APPLICABLE CUSTOMER TO ACCESS AND USE THE SERVICE AND DOCUMENTATION FOR CUSTOMER’S BENEFIT HEREUNDER.

INDIVIDUALS OR ENTITIES WHO ARE NOT CUSTOMERS OR AUTHORIZED USERS MAY NOT ACCESS, USE, OR AUTHORIZE USE OF THE SERVICE WITHOUT THE PRIOR WRITTEN APPROVAL OF ARCHITECT.

This Agreement is effective between Customer and Architect as of the date of Customer’s accepting this Agreement (“**Effective Date**”).

ARTICLE 1: SERVICE

1.1 License. Subject to the terms and conditions of this Agreement, Architect grants Customer a non-exclusive, non-sublicensable, non-transferable, worldwide, revocable, license during the Term (as defined in this Agreement) to (i) use the Software in object code format solely for Customer’s personal or internal business purposes; (ii) use the Service in compliance with the applicable Service terms; and (iii) use and make a reasonable number of copies of the Documentation solely for Customer's personal or internal business purposes in connection with Customer's use of the Service. “**Service**” means the Software used to host the Architect application, website or other service and any data, news or content provided or made available by Architect via the Service. “**Software**” means Architect’s proprietary software, in object code, as provided to Customer. “**Documentation**” includes but is not limited to Architect's user manuals, and/or end user documentation relating to the Service provided or otherwise made available by Architect to Customer either electronically or in hard copy form.

1.2 Restrictions. Customer shall not use the Service, Third-Party Services (as defined below) or Documentation for any purposes beyond the scope of the license and rights granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (a) copy (including for archival or backup purposes), modify, or create derivative works of the Service, Third-Party Services or the Documentation, in whole or in part; (b) rent,

lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service, Third-Party Services or the Documentation to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service to any person; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Service or Third-Party Services, in whole or in part; (d) remove any proprietary notices from the Service, Third-Party Services or the Documentation; (e) use the Service, Third-Party Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (f) bypass or breach any security device or protection used for or contained in the Service, Third-Party Services or Documentation; or (g) use the Service, Third-Party Services or Documentation for purposes of: (i) developing, using, or providing a competing software product or service; or (ii) any other purpose that is to Architect's detriment or commercial disadvantage.

1.3 Third-Party Services. The Service may integrate, contain links to permit you to connect with, or otherwise rely on or include third party software (such as open-source software), products, data, content or other services (“**Third-Party Services**”). Your use of such software, products, data, content or other services may be subject to prior approval by the applicable Third-Party Provider and/or Customer satisfying requirements imposed by such Third-Party Provider. Such requirements may include, but are not limited to: (a) entering into and maintaining a direct agreement with the applicable Third-Party Provider; (b) payment of a separate fee to the applicable Third-Party Provider; (c) entering into an addendum or amendment to this Agreement setting forth Third-Party Provider specific terms; and/or (d) complying with any Third-Party Provider or Third-Party Service additional or superseding terms and conditions (e.g. open-source software terms and conditions). Furthermore, to the extent applicable to your use of the Service, you agree to the CQG End User License Agreement set forth at: <https://www.cqg.com/eula>. Any Third-Party Services provided or made available by Architect are provided “as is”, without any warranty and, notwithstanding anything to the contrary in this Agreement, Architect shall have no liability nor indemnification obligations of any type with respect to such Third-Party Service. Any acquisition by Customer of Third-Party Services, and any exchange of data between Customer and any Third-Party Service or use of data with any Third-Party Service, is solely between Customer and the applicable Third-Party Provider. Nothing in this Agreement limits Customer’s rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for any open-source software. “**Third-Party Provider**” means any third-party providers or licensors of data, software, content, or other elements that are included on the Service.

1.4 Delivery and Use. Architect will make the Service available to Customer (via login or download) through its website (architect.co), mobile app or will otherwise deliver the Service as specified in the Documentation. Architect shall not be responsible for obtaining and maintaining, and shall have no liability for, any communication lines, hardware, and other equipment and/or services necessary to allow Customer to receive and/or use the Service, Documentation or Third-Party Services.

ARTICLE 2: CUSTOMER RESPONSIBILITIES; SUPPORT

2.1 Customer Responsibilities. Customer is responsible and liable for all access to or use of the Service, Third-Party Services and Documentation by Authorized Users, under its Account (as defined below) or otherwise resulting from access or use provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users. Customer is responsible for maintaining the confidentiality of its Account, including all access credentials. No Authorized User may share any Account with any other person. Customer will promptly notify Architect of any actual or suspected unauthorized use of the Service or Third-Party Services. Architect reserves the right to suspend, deactivate, or replace the Account if it determines, in its sole discretion, that the Account may have been used for an

unauthorized purpose. “**Account**” means Customer’s or Authorized User’s password-restricted account by which it may access and/or use the Service.

2.2 Compliance with Laws. Each party agrees to comply with all applicable local, state, national, and foreign laws, rules, and regulations, including, but not limited to, applicable sanctions laws, anti-money laundering regimes, financial services laws, and all applicable import and export laws and regulations governing use, transmission and/or communication of content, including in connection with their performance, participation and/or use of the Service and Third-Party Services. Customer agrees that neither Customer nor anyone acting on Customer’s behalf (i) has violated or will violate applicable anti-bribery or anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010; (ii) has violated or will violate applicable anti-money laundering statutes; and (iii) is subject to any embargos or sanctions from any domestic or foreign government.

2.3 Support. Architect shall provide Customer with general support services necessary to help facilitate Customer’s access to and use of the Service. As part of such support Architect will endeavor to (i) to respond to queries regarding Service errors identified by Customer; and (ii) provide Customer with Updates to the Service as such Update is generally made available by Architect. “**Updates**” means any updates, bug fixes, patches, or other error corrections to the Service that Architect generally makes available free of charge to all Customers of the Service.

ARTICLE 3: PROPRIETARY RIGHTS; FEEDBACK; MONITORING

3.1 Ownership. Architect or its licensors retain all ownership and intellectual property rights in and to: (i) the Service and Documentation; (ii) anything developed or delivered by or on behalf of Architect under or in connection with this Agreement; and (iii) any modifications, improvements, customizations, updates (including Updates), enhancements, aggregations, compilations, derivative works, translations and adaptations to the foregoing (i) and (ii). With respect to Third-Party Services, the applicable Third-Party Providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Services.

3.2 Reservation of Rights. This Agreement grants a limited right to receive and use the Service, Documentation and Third-Party Services, subject to the terms and conditions set forth in this Agreement, and does not constitute a sale, assignment or transfer by Architect of any trademark, copyright, patent, or other intellectual property or proprietary right. No implied licenses are intended hereunder, and none shall be inferred. As between the parties, Architect shall retain full editorial control over the Services, Documentation and Third-Party Services and reserves the right to alter or modify the Services, Documentation or Third-Party Services and any portions or delivery thereof from time to time as it deems necessary. Such alterations and/or modifications may include without limitation, the addition or withdrawal of features, content and/or data or changes in instructions and/or documentations or delivery. All rights not expressly granted to Customer herein are reserved by Architect.

3.2 Feedback. With respect to any feedback you provide to Architect (whether orally or in writing) concerning the Architect Services, Software, and/or Documentation, including without limitation, new features or functionality, identifying potential errors and improvements (“**Feedback**”), you hereby grant to Architect an exclusive, worldwide, perpetual, fully paid-up, royalty free, fully-sublicensable (through multiple tiers of sublicensees) and freely assignable and transferable license to use any Feedback for any purpose without payment or restriction. It is further understood that Architect’s use of Feedback, if any, may be used by Architect in its sole discretion, and that Architect shall in no way be obliged to make any payment to you for or make use of any kind of the Feedback or part thereof.

Notwithstanding the provisions of Article 5 (*Confidential Information*) below, Feedback will not be considered Customer's Confidential Information. Customer hereby assigns to Architect on Customer's behalf, and on behalf of its employees, contractors, consultants, personnel and/or agents, all right, title, and interest in, and Architect is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Architect is not required to use any Feedback. Architect will solely own all sites, products and services developed by or for Architect that leverage or incorporate such Feedback.

3.3 Monitoring. Architect may collect and analyze data and other information relating to Customer's use of and performance of the Service, and during and after the term of this Agreement, Architect may use such data and information to improve and enhance the Service and for other development, diagnostic and corrective purposes in connection with the Service and other Architect offerings.

ARTICLE 4: FEES; AUDIT

4.1 Fees. Customer will pay to Architect the fees set forth when registering for the Service (the "**Fees**"), which shall commence upon successful registration of the service and/or completion of a free trial, if applicable. All Fees are non-cancellable and non-refundable. Architect reserves the right to change the Fees and institute new charges upon notice to Customer through notifications or posts on the Service or direct email communication from Architect. If Customer does not agree to the price changes, Customer's sole remedy is to terminate this Agreement as provided for in Section 7.

4.2 Payment. Architect will bill Customer at the time of purchase, or shortly after purchase. In addition, subscriptions will be billed on a recurring basis which shall be dependent on the type of subscription that is selected by Customer. To the extent Architect has not received Customer's payment, or in order to bring Customer's up to date, Architect may bill Customer simultaneously for both past due and current amounts. Customer shall provide Architect with updated, accurate and complete billing information, and Customer authorizes Architect (either directly or through its affiliates, subsidiaries or other third parties) to charge, request and collect payment (or otherwise charge, refund or take any other billing actions), and to make any inquiries that we may consider necessary to validate Customer's designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from Customer's credit card company or banking account (e.g., updated expiry date or card number as may be provided to us by your credit card company).

4.3 Payment Provider. Architect uses Stripe in processing payments and providing related payment services (the "**Stripe Services**"). Customer acknowledges its use of the Stripe Services is conditioned on its acceptance of Stripe's terms and policies provided on its website. Personal information Customer submits during its use of the Stripe Services is subject to Architect's privacy policies and Stripe's privacy policies. From time to time, Architect may change the service provider it uses to support the payment services, or Architect may offer the option of using other service providers to support the payment services, or Architect may elect to itself perform some or all of the services that were previously provided by the service provider. If Architect does so, then, in order to continue to use the payment services, Customer may be required to agree to additional terms imposed by Architect. If Customer does not wish to accept those terms, then Customer must cease using the payment services, and may result in Customer's inability to use some or all of the Services. Architect has no liability arising from Customer's use of third-party payment providers, or for any arrears therefrom.

4.4 Late Payment. Customer may not withhold or setoff any amounts due under this Agreement. If Customer fails to make any payment when due, and such failure continues for five 5 days following written notice thereof, Architect may prohibit access to the Service until all past due amounts have been paid, without incurring any obligation or liability to Customer. Any suspension by Architect pursuant to the terms of this Agreement will not excuse Customer from its obligation to make payments under this Agreement.

4.5 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all goods and services, sale, service, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or territorial governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Architect's income.

ARTICLE 5: PERSONAL DATA

5.1 Personal Data. In connection with any Customer's disclosure to Architect of information that identities or can reasonably be used to identify any individual ("**Personal Data**"), Customer consents to and authorizes the storage, processing, and transfer of Personal Data by Architect, its affiliates and their Third-Party Providers in accordance with the terms set forth in Architect's Privacy Policy (<https://www.architect.co/legal/aft-privacy-policy>).

ARTICLE 6: DISCLAIMERS

6.1 Assumption and Acknowledgment of Risks.

(a) Customer agrees that nothing in this Agreement or in any prior agreement, communication, or other materials or information provided by Architect, shall be construed as a promise or guarantee of the Service's or any Third-Party Services' operation, performance, reliability, or capabilities.

(b) Customer acknowledges that neither Architect nor any of its officers, directors, employees, or agents (i) provide recommendations or investment advice to Customer or any of its Authorized Users; (ii) recommend any digital assets, transactions, or orders; or (iii) solicit orders. Customer is solely responsible for evaluating the merits and risks associated with the use of the Service and Third-Party Services before making any decisions. Customer agrees it shall not hold Architect or any Third-Party Provider liable for any possible claim for damages arising from any decision Customer makes while using the Services or other information made available to Customer through the Service or any Third-Party Service. To the extent company op-eds, blogs, education or research materials or similar information are available through the Service or Third-Party Services, Customer understands that these materials are intended for informational and educational purposes only and they do not constitute a recommendation to enter into any transactions or to engage in any investment strategies.

6.2 DISCLAIMERS. CUSTOMER USES THE SERVICE AND THIRD-PARTY SERVICES AT ITS SOLE RISK. THE SERVICE, THIRD-PARTY SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS" AND ARCHITECT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ARCHITECT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, COMPATIBILITY, TITLE, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ARCHITECT MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICE, THIRD-PARTY SERVICES OR

DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL: (i) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS; (ii) OPERATE WITHOUT INTERRUPTION; (iii) ACHIEVE ANY INTENDED RESULT; (iv) BE COMPATIBLE OR WORK WITH ANY SERVICE, SYSTEM OR OTHER SERVICES; OR (v) BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

ARTICLE 7: TERM; TERMINATION AND SUSPENSION

7.1 Term. This Agreement shall commence on the Effective Date and continue in full force and effect until terminated in accordance with the terms of this Agreement (“**Term**”). The initial term of any Service will be based on subscription term chosen by Customer and shall automatically renew for the same period as the initial term unless earlier terminated pursuant to this Agreement's express provisions.

7.2 Termination. Either party may terminate this Agreement and Customer's use of the Services (i) for any reason by giving the other Party written notice of non-renewal at least one (1) day prior to the expiration of the then-current term, or (ii) in the event the other party materially breaches this Agreement and does not cure such breach within 5 days of receipt of written notice explaining the breach in reasonable detail. Additionally, Customer may terminate Customer's use of the Services via the cancellation mechanism available through Customer's Account. Such termination of this Agreement will be without prejudice to any other rights and remedies that either party may have under this Agreement or at law or in equity. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination.

7.3 Suspension. Architect may, without notice, temporarily suspend any Service or any Third-Party Service in the event Customer or any Authorized User breaches this Agreement or in the event of any threat to any Service, Third-Party Service, Architect, or any customer of Architect.

ARTICLE 8: INDEMNITY

8.1 Indemnification by Architect. Architect will, at its expense, indemnify, defend and hold harmless Customer and its officers, directors, employees, contractors, agents, representatives, successors and assigns from and against any and all losses, damages, claims, demands, costs or expenses (including reasonable attorneys' fees) suffered or incurred by any of them arising out of any claim by a third party that the Service as provided by Architect infringes any intellectual property rights of such third party. The foregoing obligation does not apply if the claim arises from (i) any Third-Party Services; (ii) Customer's breach of this Agreement; (iii) use of the Service in conjunction with any product or service not provided by Architect; (iv) modification of the Service by anyone other than Architect; or (v) use of any older version of the Service when use of a newer revision would have avoided the infringement claim.

8.2 Indemnification by Customer. Customer will, at its expense, indemnify, defend and hold harmless Architect and its affiliates and subsidiaries, and their respective officers, directors, employees, contractors, agents, representatives, successors and assigns from and against any and all losses, damages, costs, d or expenses (including reasonable attorneys' fees) suffered or incurred by any of them arising out of any claim by a third party relating to Customer's use of the Services or Third-Party Services.

8.3 Indemnification Procedures. The indemnified party shall (i) timely notify the indemnifying party in writing of any claim; provided, however, that the failure to provide such notice shall not relieve the indemnifying party of its indemnification obligations hereunder, except to the extent of any material prejudice as a direct result of such failure; and (ii) reasonably cooperate in the defense, at the indemnifying party's sole cost and expense. The indemnified party may appear (at the indemnified party's own expense) through counsel of its own choosing. The

indemnifying party will have the right to fully control the defense or settlement; provided that the indemnifying party shall not settle any such claim or action without the prior written consent of the indemnified party (other than money damages fully paid for by the indemnifying party).

ARTICLE 9: LIMITATION OF LIABILITY

9.1 EXCLUSIONS. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; (B) LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, OR TRADING LOSSES; (C) LOSS OF GOODWILL OR REPUTATION; (D) LOSS OR INABILITY TO USE, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER IT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES. EXCEPT AS EXPRESSLY PROVIDED FOR IN 8.1, AND EXCEPT FOR CLAIMS RELATED DIRECTLY TO ARCHITECT'S FRAUD OR WILLFUL MISCONDUCT, ARCHITECT SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST RECIPIENT BROUGHT BY THIRD PARTIES.

9.2 LIMITS. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF ARCHITECT OR CUSTOMER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO 12 MONTHS WORTH OF FEES PAID OR PAYABLE BY CUSTOMER TO ARCHITECT UNDER THIS AGREEMENT. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

9.3 EXCEPTIONS. SUBJECT TO SECTION 9.4, THE FOREGOING LIMITATIONS OF AND EXCLUSIONS FROM LIABILITY WILL NOT APPLY TO ANY OF THE FOLLOWING: (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (B) ANY FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT BY SUCH PARTY; OR (C) CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER.

9.4 THIRD-PARTY SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL ARCHITECT BE LIABLE FOR ANY THIRD-PARTY SERVICES.

ARTICLE 10: GENERAL

10.1 Severability. If any term, provision or part of this Agreement is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be impaired or affected thereby, and each term, provision and part will continue in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

10.2 Headings. Headings in this Agreement are for purposes of reference only and will not in any way limit or affect the meaning or interpretation of any of the terms hereof.

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter contained therein, superseding all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties pertaining to such subject matter.

10.4 Amendments. Customer acknowledges and agrees that Architect has the right, in its sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. Customer will be notified of modifications through notifications or posts on the Service or direct email communication from Architect. Customer is responsible for reviewing and becoming familiar with any such modifications. Customer's continued use of the Service after the effective date of the modifications will be deemed acceptance of the modified terms.

10.5 Governing Law; Venue. In all respects this Agreement will be governed by and construed in accordance with the substantive laws of the State of New York without regard to conflict of law principles. Any claim or action brought by one of the parties in connection with this Agreement will be brought in the appropriate Federal or State court located in the County of New York, and the parties irrevocably consent to the exclusive jurisdiction of such court. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Each party waives any right to trial by jury with respect to any dispute, suit, action or proceeding arising out of or relating to this Agreement or otherwise relating to the relationship of the parties, whether in contract, tort or otherwise. This choice of jurisdiction does not prevent Architect from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

10.6 Limitation on Actions. Any claim or cause of action arising out of or related to Customer's use of the Service or to this Agreement must be filed with in one year after such claim or cause of action arose.

10.7 Injunctive Relief. Customer acknowledges that, as between the parties, the Service or Third-Party Services are unique property of extreme value to Architect, and that the use or disclosure of the Service or Third-Party Services in violation of this Agreement would cause Architect irreparable harm that could not be compensated by monetary damages. Accordingly, Customer agrees that Architect may seek injunctive and preliminary relief to remedy any actual or threatened breach of the Service or Third-Party Services obligations herein, in addition to any other legal or equitable remedies available to Architect, without the posting of a bond or other security.

10.8 Survival. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement (including confidentiality, limitation of liability, indemnification provisions) will survive termination or expiration of this Agreement and continue in full force and effect thereafter.

10.9 Notices. Notices sent to either party will be effective when delivered in person or by email, one day after being sent by overnight courier, or five days after being sent by first class mail postage prepaid to the official contact designated by the party to whom a notice is being given. Notices must be in writing and sent: (i) if to Architect, to the following address: E Erie St, Suite 525-5211, Chicago, IL 6061; and (ii) if to Customer, to the current postal or email address that Customer submitted to Architect during the registration process for the Services. An electronic copy of any such notice shall also be sent to Architect at legal@architect.co. **Architect** may change its contact information by posting the new contact information on Architect's website (architect.co) or by giving notice thereof to Customer.

10.10 Assignment. Customer may not assign or transfer this Agreement to any third party without Architect's prior written consent.

10.11 Export. Customer shall not itself, or permit any other person to export, re-export, or release, directly or indirectly, the Service or Third Party Services to, or make the Service or Third Party Services accessible from, any jurisdiction or country to which the export, re-export, or release is prohibited by applicable law, rule, or regulation or without first completing all required undertakings (including obtaining any necessary export license or other governmental approval).

10.14 Force Majeure. In no event shall Architect be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Architect's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, epidemics, pandemics, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo, or third party service provider, internet or telecommunications failures.